

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NUDE BRANDS LIMITED		06/20/2016	ENGLISH LIMITED COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NUDE SKINCARE LIMITED		
<b>Street Address:</b>	2803 COLORADO AVENUE		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	ENGLISH LIMITED COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86318918	YOUR SKIN CRAVES IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	055622-11		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/kja/		
<b>DATE SIGNED:</b>	10/31/2017		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made and entered into as of June 20, 2016, by and between Nude Brands Limited, an English limited company ("Assignor"), as assignor, in favor of NUDE Skincare Limited, an English limited company ("Assignee") as assignee and, with reference to the following facts and circumstances:

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 20, 2016 (the "Asset Purchase Agreement"), by and between Assignor and Assignee, among others, Assignor has agreed to sell, convey, transfer, assign and deliver all of Assignor's right, title and interest and in and to certain intellectual property assets of Assignor to Assignee; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor agreed to enter into this Assignment, and Assignee would not have entered into the Asset Purchase Agreement but for Assignor's execution of this Assignment.

### AGREEMENT


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agree as follows:

1. Assignment of Proprietary Rights. Assignor hereby sells, transfers and assigns to Assignee (a) all of Assignor's right, title and interest in and to the intellectual property assets owned by set forth on Schedule I attached hereto (collectively, the "Transferred Intellectual Property"), together with the goodwill and other intangible rights associated therewith, and all common law and statutory right, title and interest in the Transferred Intellectual Property, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past, present and future infringements and of opposition, interference and/or cancellation proceedings for protection of the Transferred Intellectual Property, provided that, with respect to any United States intent-to-use trademark applications for which an affidavit of use has not yet been filed, the transfer and assignment of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications. Assignor hereby authorizes Assignee, and its successors and assigns, to the fullest extent permitted by applicable law, to file in Assignee's own name applications for patents and for trademark, service mark, domain name and copyright registration in the United States and in foreign countries in connection with the Transferred Intellectual Property, and to secure in Assignee's own name the patents and registrations granted thereon.

2. Recordation. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Transferred Intellectual Property. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Commissioner of the Copyright of the United States, and any official of any country or countries foreign to the United States (including any official empowered or authorized by international agreement or convention to issue patents pursuant to such agreement or convention), whose duty it is to issue patents, trademarks, domain names or copyrights on applications as aforesaid, to record Assignee as the owner of any patents, patent applications, trademarks, trademark applications, domain names, domain name applications, copyrights, or copyright applications included in the Transferred Intellectual Property, including to issue all letters patent for said Transferred Intellectual Property to Assignee, its successors,

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

ASSIGNEE: NUDE Skincare Limited

By:  DocuSigned by:  
Name: S. Gregg Renfrew  
Title: Chief Executive Officer

Schedule

Trademark	Status	Application No. Application Date
YOUR SKIN CRAVES IT	Pending	86/318918 6/24/2014